

NO. _____

LINDAMOOD & ROBINSON, P.C.,	§	IN THE DISTRICT COURT
STEVEN P. LINDAMOOD, LORIE M.	§	
ROBINSON, THOMAS R. CONNER	§	
Plaintiffs,	§	
	§	
V.	§	
	§	
GEORGE "TAD" P. GARDERE, III,	§	_____ JUDICIAL DISTRICT
RISK CONSULTING PARTNERS, LLC,	§	
RISK CONSULTING PARTNERS	§	
DALLAS, LLC d/b/a RISK	§	
CONSULTING PARTNERS AND	§	
CRESTONE RISK MANAGEMENT,	§	
LLC	§	
Defendants.	§	HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES LINDAMOOD & ROBINSON, P.C., STEVEN P. LINDAMOOD, LORIE M. ROBINSON, THOMAS R. CONNER, complaining of and about GEORGE "TAD" P. GARDERE, III, RISK CONSULTING PARTNERS, LLC, RISK CONSULTING PARTNERS DALLAS, LLC d/b/a RISK CONSULTING PARTNERS and CRESTONE RISK MANAGEMENT, LLC and for cause of action shows unto the Court the following:

Summary of the Case

This is a case against a private insurance agency for its failure to procure professional liability insurance.

Discovery Control Plan Level

1. Plaintiffs intend that discovery be conducted under Discovery Level 2.

Parties and Service

2. Plaintiff, LINDAMOOD & ROBINSON, P.C., is a professional corporation doing business in Texas whose principle place of business is 1415 Louisiana, Suite 3450, Houston, Texas 77002.

3. Plaintiffs, STEVEN P. LINDAMOOD, LORIE M. ROBINSON, and THOMAS R. CONNER, are Individuals whose address is 1415 Louisiana, Suite 3450, Houston, Texas 77002.

4. Defendant GEORGE "TAD" P. GARDERE, III, an Individual who is a resident of Texas, may be served with process at the following address: 10000 N. Central Expressway, Suite 770, Dallas, Texas 75231 or wherever he may be found.

5. Defendant RISK CONSULTING PARTNER, LLC, a foreign Limited Liability Company which may be served with process by serving the registered agent of said company, Risk Consulting Partner, LLC-Dallas, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701, its registered agent for service.

6. Defendant RISK CONSULTING PARTNERS DALLAS, LLC d/b/a RISK CONSULTING PARTNERS ("RISK CONSULTING PARTNERS"), a Limited Liability Company based in Texas, may be served with process by serving the registered agent of said company, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701, its registered office.

7. Defendant CRESTONE RISK MANAGEMENT, LLC, a Limited Liability Company based in Texas, may be served with process by serving the registered agent of said company, Heather Gardere, 10210 N. Central Expwy, Suite 500, Dallas, TX 75231 or wherever

she may be found.

Statement Under T.R.C.P. 47

8. The claims in this case are for monetary relief over \$200,000 but not more than \$1,000,000.

Jurisdiction and Venue

9. This Court has subject matter jurisdiction over this case under its general jurisdiction as conferred by the Texas Constitution and because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

10. This Court has personal jurisdiction over Defendants RISK CONSULTING PARTNERS, LLC, RISK CONSULTING PARTNERS DALLAS, LLC d/b/a RISK CONSULTING PARTNERS and CRESTONE RISK MANAGEMENT, LLC, because they are a limited liability companies doing business in the State of Texas.

11. This court has jurisdiction over GEORGE "TAD" P. GARDERE, III because Defendant is a Texas resident.

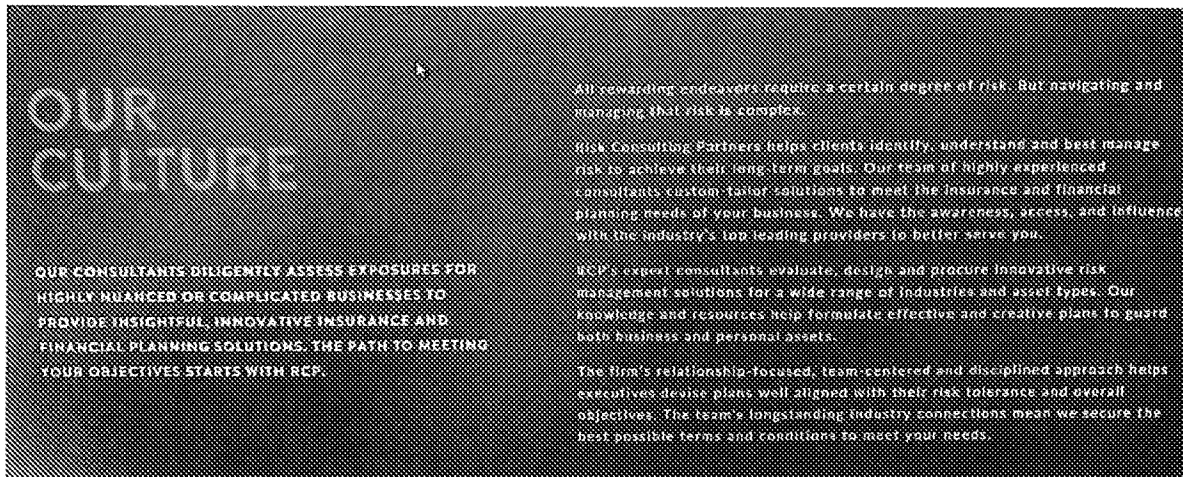
12. Venue in Harris County is proper in this cause under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in this county.

Factual Allegations

13. Plaintiffs, STEVEN P. LINDAMOOD, LORIE M. ROBINSON, THOMAS R. CONNER, are attorneys practicing law in and around Harris County Texas. In connection with Plaintiffs business as attorneys, Plaintiffs consistently keep professional liability insurance in place. Plaintiffs have historically utilized an insurance agent/broker to represent them in and throughout the insurance purchasing process. Plaintiffs' rely on the expertise and knowledge of

their insurance agents, like Defendant GARDERE, in advising them on purchasing professional liability insurance and importantly in actually procuring the insurance on Plaintiffs behalf. Plaintiffs have used Defendants as their insurance agent for several years.

14. Defendants are in the insurance brokerage business. According to Risk Consulting Partners website, the firm and its affiliates offer “expert guidance for the path ahead” to their customers by providing “500+ years of combined experience”. A screen capture of Defendant RISK CONSULTING PARTNERS’s website is displayed below:



15. In addition, Defendant RISK CONSULTING PARTNERS also represents on its website that GARDERE is the specialist in the firm on professional liability insurance and instructs that:

Professional indemnity coverage, which protects licensed professionals such as accountants, lawyers, architects, engineers, management consultants, doctors, nurses, teachers, pilots, ship captains, law enforcement personnel, and others, continues to be the primary form of insurance sought by the professional services industry. In the event that allegations of negligence are brought in a legal proceeding as a result of client dissatisfaction, a professional liability with state-of-the art defense expense advancement is critical.

16. Despite these representations and a clear understanding of the importance of liability insurance, Defendants failed to procure the “critical” insurance for Plaintiff.

17. On June 8, 2018, LINDAMOOD & ROBINSON, P.C., STEVEN P. LINDAMOOD, LORIE M. ROBINSON, and THOMAS R. CONNER entered into an agreement with Defendants, providing that First Indemnity Insurance Agency and Imperium Insurance Company would provide a professional liability policy to Plaintiffs.

18. Plaintiffs will show that Defendants were engaged as their Agent to provide insurance policies to Plaintiffs for professional liability coverage. Defendants were engaged to secure a professional liability policy for the year 2018 through 2019. Defendants agreed to provide the service and arrange financing for the premium resulting in periodic payments for the insurance premium. Defendants presented an option for First Indemnity Insurance Group for coverage which was accepted by Plaintiffs. Plaintiffs received a statement showing the down payment and the periodic payments due on the policy. Plaintiffs made timely payments as specified on the statement.

19. Plaintiffs received notice of a claim by a third-party during the period in which the policy was to be in effect. Plaintiffs presented the third-party claim to First Indemnity Insurance. The third-party claim was denied because the policy that Plaintiffs believed had been procured and that Plaintiffs had indeed paid for was in fact not in place. As a direct result of the Defendants negligence, Plaintiffs are uninsured and are now in the position of funding the defense of the third-party litigation and Plaintiffs are without the benefit of the “state-of-the art defense expense advancement” promised in the Defendants website. Defendants failure to secure the policy, tender Plaintiffs down payment and premium payments, and failure to confirm that coverage was in place have caused actual damages to the Plaintiffs.

Causes of Action

A. Negligence

20. In their capacity as the Plaintiffs' insurance broker, Defendants had a duty to exercise ordinary care with respect of their services, that is, doing that which a similarly-credentialed insurance broker of ordinary prudence would have done under the same circumstances or doing that which a broker of ordinary prudence would not have done under the same or similar circumstances. RISK CONSULTING PARTNERS, LLC, RISK CONSULTING PARTNERS, LLC DALLAS, D/B/A RISK CONSULTING PARTNERS, and CRESTONE RISK MANAGEMENT, LLC and their agents breached this duty owed to the Plaintiffs by:

- a. Failing to procure professional liability insurance coverage for the Plaintiffs;
- b. Failing to properly advise Plaintiffs regarding their professional liability insurance coverage;
- c. Failing to properly and timely procure professional liability insurance coverage for Plaintiffs; and
- d. failing to properly account for and apply Plaintiffs insurance payments.

B. Breach of Contract

21. Plaintiffs incorporate by reference the factual allegations contained in the preceding paragraphs.

22. All conditions precedent to the performance of TAD GARDERE and RISK CONSULTING PARTNERS DALLAS, LLC d/b/a CRESTONE RISK MANAGEMENT under the Contract have been met.

23. In the alternative, and without waiving the forgoing, your Plaintiffs will show that

Plaintiffs and Defendants entered into a contract to provide professional liability coverage to Plaintiffs and that Defendants breached their contract by failing to secure the policy and provide insurance coverage during the 2018 -2019 policy year.

24. Plaintiffs will show that the breach of contract by the Defendants proximately caused the damages complained of herein.

Damages

25. Plaintiffs have sustained damages in excess of this Court's jurisdictional minimum, as a result of the actions and/or omissions of Defendants described hereinabove, including, but not limited to:

- a. the amount of indemnity, if any, to be paid in the third-party case.
- b. Defense costs, including but not limited to all attorney's fees, arbitration fees litigation expenses and court costs incurred in defense of the third-party case.
- c. attorney's fees incurred in prosecuting this case against Defendants.

Attorney's Fees

26. With prior notice having been made, request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiffs herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by Chapter 38 of the Texas Civil Practice and Remedies Code and Section 37.009 of the Texas Civil Practice and Remedies Code.

Prayer

WHEREFORE, PREMISES CONSIDERED, Plaintiff, LINDAMOOD & ROBINSON, P.C., STEVEN P. LINDAMOOD, LORIE M. ROBINSON, THOMAS R.

CONNER, respectfully prays that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiffs against Defendants for specific performance, damages requested hereinabove in an amount in excess of the minimum jurisdictional limits of the Court, together with prejudgment and post judgment interest at the maximum rate allowed by law, declaratory judgment, attorney's fees, costs of court, and such other and further relief to which the Plaintiffs may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

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